

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE
MASSACHUSETTS DEPARTMENT OF TRANSPORTATION
AND THE
NATIONAL ASSOCIATION OF GOVERNMENT EMPLOYEES
LOCAL R1-292, UNIT A
FOR A
SUCCESSOR AGREEMENT**

July 1, 2024, through June 30, 2027

The parties agree to the following changes to the Massachusetts Department of Transportation and National Association of Government Employees Collective Bargaining Agreement for Unit A (“NAGE” or “Union”) for July 1, 2023 through June 30, 2024. Except as modified herein or in some other writing between the parties, the provisions of the 2023-2024 agreement, together with all supplements and side letters shall continue in effect, unless or until modified by the agreement of the parties or as might be otherwise provided by law. This agreement is tentative and subject to approval by the MassDOT Board of Directors and ratification by the members of the Union’s collective bargaining unit.

ADD NEW ARTICLE 2B:

**ARTICLE 2B
PROBATIONARY PERIOD**

Section 2B

- 1. Upon new employment or reemployment all employees shall serve a nine (9) month probationary period. Probationary periods may be extended no more than one (1) time up to ninety (90) days for new hires/rehires with concurrent notice to the Union and the employee. Such notice shall include a reason for extending the probationary period.**

- 2. An employee who severs his/her employment with the Agency must serve an additional probationary period upon re-employment whether in the same or a different job title or the same or different agency.**

AMEND ARTICLE 5:

**ARTICLE 5
UNION BUSINESS**

Section 5.1 Union Representation

Union staff representatives shall be permitted to have access to the premises of the Employer for the performance of official Union business, provided that there is no disruption of operations. Requests for such access will be made in advance and will not be unreasonably denied. The Union will furnish the Employer with a list of staff representatives and their areas of



jurisdiction. **The Union will update the list and provide it to the Employer every six (6) months, as well as provide notification of newly elected and appointed Union officials upon such election or appointment. The Employer will provide the Union with a list of Labor Relations representatives and their areas of jurisdiction in accordance with the timelines above.**

AMEND ARTICLE 7:

**ARTICLE 7
WORKWEEK AND WORK SCHEDULES**

Section 7.7 Stand-by Duties

A. ~~An~~ **Effective the first full pay period in January 2025** an employee who is required by the department head to be available on a standby basis to report to duty, when necessary, shall be reimbursed at a rate not to exceed ~~seventeen dollars and fifty cents (\$17.50)~~ **thirty-five dollars (\$35.00)** for such stand-by period.

D. ~~An~~ **Effective the first full pay period in January 2025** an employee who is required by the Department head as a condition of employment to be available by electronic pager to report to duty immediately upon being paged shall be reimbursed at a rate not to exceed ~~seventeen dollars and fifty cents (\$17.50)~~ **thirty-five dollars (\$35.00)** for such stand-by period.

Section 7.8 Shift Differentials

A. **Effective the first full pay period of January 2025**, ~~F~~-full-time Unit A employees whose regularly scheduled workday is on the second or third shift as hereinafter defined will receive a shift differential of ~~one~~ **two** dollars and twenty-five cents (~~\$1.25~~) (**\$2.25**) per hour.

~~Effective July 9, 2006, in addition to any other compensation to which they may be entitled, a premium of one dollar and twenty-five cents (\$1.25) per hour shall be paid to all Unit A employees who are regularly scheduled to work on either a Saturday or a Sunday, provided that no employee shall receive said differential for more than one (1) day worked per weekend.~~

B. For the purpose of this Section only, a second shift shall be one that commences at 1:00 p.m. or after and ends not later than 2:00 a.m. and a third shift shall be one that commences at 9:00 p.m. or after and ends not later than 9:00 a.m.

C. The overtime rate for employees whose regularly scheduled workday is on the second or third shift shall be computed based on the following method: the regular hourly salary rate plus the hourly shift differential times one and one-half equals the overtime rate.

D. For the purposes of this Section, employees who are regularly scheduled to work second or third shift shall receive the shift differential for all shifts that are on paid leave status, including holidays. ~~Employees otherwise entitled to a weekend differential under this Section shall receive~~

the differential for days they are on paid leave status, including holidays, up to the maximum of one (1) full day per weekend.

Section 7.9 Weekend Differentials

A. Effective **the first full pay period of January 2025**, ~~July 9, 2006~~, in addition to any other compensation to which they may be entitled, a premium of ~~one~~ **two** dollars and twenty-five cents (~~\$1.25~~) (**\$2.25**) per hour shall be paid to all Unit A employees who are regularly scheduled to work on either a Saturday or a Sunday, ~~provided that no employee shall receive said differential for more than one (1) day or shift worked per weekend~~ not to exceed 7.5 or 8 hours, **per day**.

B. Employees otherwise entitled to a weekend differential under this Section shall receive the differential for days they are on paid leave status, including holidays, ~~up to the maximum of one (1) full day or shift per week~~ not to exceed 7.5 or 8 hours, **per day**.

AMEND ARTICLE 8:

ARTICLE 8 LEAVE

Section 8.1 Sick Leave

C. Sick leave shall be granted, at the discretion of the Employer, to an employee only under the following conditions:

1. When an employee cannot perform his/her duties because he/she is incapacitated by personal illness or injury;
2. When through exposure to contagious disease, the presence of the employee at his/her work location would jeopardize the health of others.
3. When appointments with licensed medical, **mental health**, or dental professionals cannot reasonably be scheduled outside of normal working hours for purposes of medical treatment or diagnosis of an existing medical or dental condition.
4. When an employee is absent due to ~~a the excessive use of alcohol or narcotics, becomes and continues to be an active participant in an approved counseling service program.~~ **substance use disorder and is receiving treatment or participating in a recognized recovery program.**
5. An employee shall be entitled to use up to ten (10) days of accrued sick leave per calendar year for necessary preparations and/or legal proceedings related to foster care of DSS children, such as foster care reviews, court hearings and MAPS training for pre-adoptive parents. The Employer may approve a waiver of the ten (10) day limit if needed for difficult placements. In addition, an employee may use the one (1)

day per month of paid leave available to employees for volunteer work under the Commonwealth's School Volunteer or Mentoring programs for the above-cited foster care activities.

6. An employee may use up to a maximum of sixty (60) days per calendar year for the purpose of:
 - a. caring for the spouse, **domestic partner (as defined by M.G.L. Chapter 175M)**, child, foster child, step-child, **domestic partner's child**, child of spouse, parent, step- parent, **parent's domestic partner, spouse or domestic partner's parents**, brother, sister, or **step-siblings**, grandparent, grandchild, **step-grandchild or domestic partner's grandchild, grandparents, step-grandparents, or grandparent's domestic partner** ~~parent or child of spouse~~, person for whom the employee is legal guardian, or a relative living in the household who is seriously ill; or
 - b. parental leave due to the birth or adoption of a child, to be concluded within twelve (12) months of the date of the birth or adoption. Eligible employees utilizing sick leave under this Section shall not be required to submit a medical certification, unless the Employer has reason to believe that the birth or adoption claim was not genuine. This leave benefit shall be in addition to the ten (10) days of paid leave set forth in Section 8.7.1 below.

7. An employee may use up to a maximum of ten (10) days of accrued sick leave in a calendar year in order to attend to necessary preparations and legal requirements related to the employee's adoption of a child, except that in no event may an employee charge more than a total of sixty (60) days of accrued sick leave in a calendar year for adoption related purposes.

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1. Where the Employer has reason to believe that sick leave is being abused, or when an employee uses three (3) or more sick days on non-consecutive calendar days during any 60 day period, or uses more than 7.5 days within three months, the Employer may require satisfactory medical evidence from the employee for such absence and for future sick leave usage for a period of three (3) months from the date of the most recent absence. This request shall be reduced to writing and shall cite specific reasons for the request. When medical evidence is requested, such request shall be made as promptly as possible. To the extent practicable, the employee shall receive prior notice that the Employer believes he/she is abusing sick leave and that he/she may be required to produce medical evidence for future use of sick leave.

2. Satisfactory medical evidence (see Appendices D-1 and D-2) shall consist of a signed statement by a licensed Physician, Physician's Assistant, Nurse Practitioner, Chiropractor, **Clinical Psychologist, Licensed Independent Clinical Social Worker (LICSW)**, or Dentist that he/she has personally examined the employee and shall contain the nature of the illness or injury, a statement that the employee was unable to perform his or her duties due to the specific illness or injury (diagnosis not required) on the days in question; and the prognosis for employee's return to work. In cases where the employee is absent due to a family or household illness or injury, as defined in Section 1.C.2 of this Article, satisfactory medical evidence shall consist of a signed statement by medical personnel mentioned above indicating that the person in question has been determined to be seriously ill and needing care on the days in question.

A medical statement provided pursuant to this Article shall be on the letterhead of the attending physician or medical provider as mentioned above, and shall list an address and telephone number. Failure to produce such evidence within ~~seven (7)~~ **ten (10)** days of its request may result, at the discretion of the Employer, in denial of sick leave for the period of absence.

3. Any inappropriate use of sick leave shall be recorded as unauthorized leave without pay and (may) result in discipline.

Section 8.3 Bereavement Leave

A. Upon evidence satisfactory to the Employer of the death of spouse/**domestic partner (as defined by M.G.L. Chapter 175M)**, child, **foster child, step child living in household**, an employee shall be entitled to a maximum of seven (7) days of leave without loss of pay to be used at the option of the employee within thirty (30) calendar days from the date of the death of a child and within ninety (90) calendar days from the date of the death of the employee's spouse.

B. Upon evidence satisfactory to the Employer of the death of a ~~foster child, step child,~~ parent, step parent, brother, sister, grandparent, grandchild, person for whom the employee is legal guardian, spouse of a child, parent or child of spouse or person living in household, an employee shall be entitled to a maximum of four (4) days of leave without loss of pay to be used at the option of the employee within thirty (30) calendar days from the date of said death.

C. Upon evidence satisfactory to the Employer, an employee shall be granted one (1) day of leave without loss of pay to attend the funeral of the ~~brother, brother-in-law, sister, sister-in-law, grandparent or grandchild of the employee's spouse~~ **grandparent in-law, grandchild in-law, aunt, uncle**.

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Section 8.5 Civic Duty Leave

- A. Employees summoned for jury duty will be granted a leave of absence with pay for time lost from their regular work schedule while on said jury duty upon presentation of the appropriate summons to the department head by the employee.
- B. An employee who receives jury fees for jury service upon presentation of the appropriate court certificate of service, shall either:
1. Retain such jury fees in lieu of pay for the period of jury service if the jury fees exceed his/her regular rate of compensation for the period involved; or
 2. Remit to the Appointing Authority the jury fees if less than his/her regular rate of compensation for the period involved.
- C. Jury fees for the purpose of this Article shall be the per diem rate paid for jury duty by the court not including the expenses reimbursed for travel, meals, rooms or incidentals.
- D. An employee summoned as a witness in court on behalf of the Commonwealth or any town, city, or county of the Commonwealth or on behalf of the Federal Government **outside their capacity as an employee or as part of their civic duty**, shall be granted court leave with pay upon filing of the appropriate notice of service with his/her **supervisor/manager**. ~~department head except that this Section shall not apply to an employee who is also in the employ of any town, city or county of the Commonwealth or in the employ of the Federal Government or any private employer and who is summoned on a matter arising from that employment.~~

Court leave shall not apply to employees who, as part of their regular work responsibilities or in their capacity as Commonwealth employees, are summoned as witnesses in court on behalf of the Commonwealth or any town, city, or county of the Commonwealth or on behalf of the Federal Government.

Similarly, court leave shall not apply to an employee who is also in the employ of any town, city, or county of the Commonwealth or in the employ of the Federal Government or any private employer and who is summoned on a matter arising from that employment.

- E. All fees for court service except jury fees paid for service rendered during office hours must be paid to the Commonwealth. Any fees paid to an employee for court service performed during a vacation period may be retained by the employee. The employee shall retain expenses for travel, meals, rooms, etc.
- F. An employee on court leave who has been excused by the proper court authority shall report to his/her official duty station if such interruption in court service will permit four or more consecutive hours of employment. Court leave shall not affect any employment rights of the individual.

G. No court leave shall be granted when the employee is the defendant or is engaged in personal litigation.

Section 8.6 Military Leave

Military Leave shall be granted in accordance with applicable State and Federal law.

- ~~A. An employee shall be entitled during the time of his/her service in the armed forces of the Commonwealth, under Sections 38, 40, 41, 42, or 60 of Chapter 33 of the General Laws, to receive pay therefore, without loss of his/her ordinary remuneration as an employee.~~
- ~~B. An employee shall be entitled, during his/her annual tour of duty of not exceeding seventeen (17) days as a member of a reserve component of the armed forces of the United States, to receive pay therefore, without loss of his/her ordinary remuneration as an employee under Section 59 of Chapter 33 of the General Laws as amended.~~
- ~~C. An employee who is a member of a reserve component of the armed forces of the United States and who is called for duty other than the annual tour of duty of not exceeding seventeen (17) days shall be subject to the provisions of Chapter 708 of the Acts of 1941 as amended, or of Chapter 805 of the Acts of 1950 as amended, or Chapter 671 of the Acts of 1966, and amendments thereto.~~
- ~~D. In accordance with Chapter 708 of the Acts of 1941, as amended, an employee who, on or after January 1, 1940, shall have tendered his/her resignation or otherwise terminated his/her service for the purpose of serving in the military or naval forces of the United States who does serve or was or shall be rejected for such service shall, except as otherwise provided by Chapter 708 of the Acts of 1941, as amended, be deemed to be or to have been on military leave, and no such person shall be deemed to have resigned from the service of the Commonwealth or to have terminated such service until the expiration of two years from the termination of said military or naval service by him/her.~~

Section 8.7.1 Family Leave

During family leave taken in conjunction with the birth, adoption or placement of a child, an employee shall receive his/her salary for ten (10) days of said **family** leave, at a time requested by the employee. In the case of multiple births, such as twins or triplets, paid leave will not exceed (10) ten days. For cases of foster placement, if the placement is for less than 10 days, the number of paid days shall equal the number of work days that fall within the placement time period. The ten (10) days of paid family leave granted under this Section may be used on an intermittent basis over the twelve (12) months following the birth or adoption, except that this leave may not be charged in increments of less than one (1) day. In addition, if the employee has accrued sick leave, vacation leave or personal leave credits available, the employee may use such credits for which he/she may otherwise be eligible under the sick leave, personal leave, or vacation leave provisions of this Agreement. The ten (10) days of paid **family** leave granted

under this Section shall be prorated **based on the regular weekly hours of the** ~~for regular part-~~ time employees.

Section 8.7.2 Family and Medical Leave

B. Medical Leave

3. Intermittent leave usage and modified work schedules may be granted where a spouse, child or parent has a serious health condition and is dependent upon the employee for care, or for a serious health condition which prevents the employee from being able to perform the functions of his/her position.

~~Effective October 1, 2014 for new requests of intermittent FMLA and effective January 1, 2015 for employees currently on FMLA, e~~ Employees who provide satisfactory medical documentation to support an intermittent FMLA **for a spouse, child or parent** may utilize up to 60 days of their FMLA allotment provided for in Section 8 (B) (1) for intermittent absences. **Employees may utilize up to one hundred (100) days of their FMLA allotment if the intermittent absence is due to a serious health condition of the employee which prevents the employee from being able to perform the functions of their position.**

Where intermittent or a modified work schedule is medically necessary, the employee and Appointing Authority shall attempt to work out a schedule which meets the employee's needs without unduly disrupting the operations of the workplace.

Such modified work schedules may include full time continuous leave, a change in job responsibilities, an alternative work option, or a continuation of the intermittent leave beyond the sixty (60) days **to care for a spouse, child, or parent, or beyond the one hundred (100) days for the employee's own serious health condition** if operations allow provided the employee has not exhausted the 26 weeks of FMLA leave allowed ~~within the previous 52-week period.~~ **in a twelve (12) month period. For this purpose, a rolling twelve (12) month period will be used measured as the period of 52 consecutive weeks beginning on the Sunday immediately preceding the first day that job-protected leave under Section 8 of this Article commences for the employee.**

At the expiration of the intermittent medical leave, modified work schedule, or job assignment that was agreed upon, the employee shall be returned to the same or equivalent position with the same status, pay and length of service credit as of the date of his/her leave.

In the event that no alternative is agreed upon and if the employer believes that operations are being unduly disrupted, the employer will give written notice to the Union and employee of the intent to terminate the intermittent leave.

In such an event, no employee who then requests full time continuous leave and who is otherwise eligible shall be denied such leave as long as they provide medical documentation supporting an FMLA qualifying illness. Such leaves will be limited to the remainder of the 26 weeks of available FMLA leave and based upon their intermittent determination shall not be eligible for the Catastrophic leave extension.

The Appointing Authority shall maintain the ability to transfer an employee to an alternative position with no reduction of pay or benefits in order to avoid disruption of operations so as long as the transfer is reasonable and not meant to discourage the use of intermittent leave. Wherever practicable an employee who transfers pursuant to this paragraph shall be given 10 days' notice of such transfer.

In the event that the employer gives notice of its intent to terminate the intermittent leave, and the affected employee does not wish to access any remaining full-time leave benefits as described above, the Union may request expedited impartial review by an arbitrator to determine whether the Agency has made a reasonable attempt to accommodate the need of the employee's intermittent leave beyond the sixty (60) days **for spouse, child, or parent, and one hundred (100) days for the employee** and whether or not the leave unduly disrupts operations. Said review must be requested within 10 calendar days of the notification that the leave will be terminated. The status quo ante shall be preserved pending the decision of the arbitrator unless the proceedings are unreasonably delayed due to the part of the Union or the Employee.

The parties shall meet upon execution of the agreement to establish the review/arbitration process noted above. Such proceedings shall be informal in accordance with the rules to be agreed upon by the parties. The parties shall develop a form to be used as notice to the Union and employee of the intent to terminate intermittent leave.

Section 8.15 Paid Family Medical Leave

A. Leave granted under the Paid Family Medical Leave Act, M.G.L. c. 175M, which does not otherwise qualify for leave under the FMLA or this Article, shall be used concurrently with the leave granted by this section, to the extent that such leave exceeds the twelve (12) weeks of leave granted by the Federal Law/FMLA.

B. Pursuant to M.G.L. Chapter 175M, any paid leave granted to the employee by the Administrator and/or the Employer for any given week shall not exceed the employee's average weekly wage. For this purpose, average weekly wage has the same meaning as provided in M.G.L. c. 151A, § 1(w).

AMEND ARTICLE 11:

**ARTICLE 11
EMPLOYEE EXPENSES**

Section 11.1

A. When an employee is authorized to use his/her personal automobile for travel related to his/her employment he/she shall be reimbursed at the rate of **sixty-two (0.62)** ~~forty (.40)~~ cents per mile.

ADD NEW SECTION:

D. Effective January 1, 2025, active employees shall be reimbursed 50% of their qualifying public transit purchases incurred through the Qualified Transportation Benefit Plan debit card. This reimbursement shall not exceed \$150.00/month and specifically does not include expenses incurred for parking.

Section 11.2

A. **Effective the first full pay period of January 2025,** An employee who is assigned to duty that requires him/her to be absent from his/her home for more than twenty-four (24) hours shall be reimbursed for reasonable charges for lodging including reasonable tips and for meal expenses, including tips, not to exceed the following amounts:

| Meals | Maximum Allowance | Applicable Period |
|-----------|----------------------------------|-------------------|
| Breakfast | \$3.75 \$7.50 | 3:01 to 9:00 A.M. |
| Lunch | \$6.50 \$13.00 | 9:01 to 3:00 P.M. |
| Supper | \$9.50 \$19.00 | 3:01 to 9:00 P.M. |

E. Effective the first full pay period of January 2025, Employees who are required to travel out of state for assignments of more than twenty-four (24) hours in duration shall, in lieu of the meals reimbursement provided in paragraphs A through D of this Section, receive a payment of ~~twenty-four dollars and fifty cents (\$24.50)~~ **forty-nine dollars (\$49.00)** for each whole day during which they are on such assignment. Said payment shall be prorated for each partial day during which said employees are on such assignment. For the purposes of this paragraph:

1. A whole day shall be a twenty-four (24) hour period commencing at midnight;

and

2. The duration of an out of state travel assignment shall begin upon the employee's departure from his/her home or work location directly to the destination of the travel assignment, and shall conclude with the employee's arrival at his/her home or work location directly from said travel assignment.

Section 11.3

Effective the first full pay period of January 2025, Employees who work three (3) or more hours of authorized overtime, exclusive of meal times, in addition to their regular hours of employment, or employees who work three (3) or more hours, exclusive of meal times, on a day other than their regular work day, shall be reimbursed for expenses incurred for authorized meals, including tips, not to exceed the following amounts and in accordance with the following time periods:

| | | |
|----------------|------------------------|----------------------------------|
| Breakfast | 3:01 a.m. to 9:00 a.m. | \$2.75 \$5.50 |
| Lunch | 9:01 a.m. to 3:00 p.m. | \$3.75 \$7.50 |
| Dinner | 3:01 p.m. to 9:00 p.m. | \$5.75 \$11.50 |
| Midnight Snack | 9:01 p.m. to 3:00 a.m. | \$2.75 \$5.50 |

AMEND ARTICLE 12

**ARTICLE 12
SALARY RATES**

Section 12.1

- A. Effective the first full pay period in January 2025, employees who meet the eligibility criteria provided in Section 2 of this Article shall receive a three percent (3%) increase in salary rate.**
- B. Effective the first full pay period in July 2025, employees who meet the eligibility criteria provided in Section 2 of this Article shall receive a two percent (2%) increase in salary rate.**
- C. Effective the first full pay period in January 2026, employees who meet the eligibility criteria provided in Section 2 of this Article shall receive a two percent (2%) increase in salary rate.**
- D. Effective the first full pay period in July 2026, employees who meet the eligibility criteria provided in Section 2 of this Article shall receive a two percent (2%) increase in salary rate.**
- E. Effective the first full pay period in January 2027, employees who meet the eligibility criteria provided in Section 2 of this Article shall receive a two percent (2%) increase in salary rate.**

~~A. Effective the first full pay period in July 2023 employees who meet the eligibility criteria provided in Section 2 of this Article shall receive a four percent (4.0%) increase in salary rate.~~

~~B. Effective the first full pay period in January 2024 employees who meet the eligibility criteria provided in Section 2 of this Article shall receive a four percent (4.0%) increase in salary rate.~~

€F. The Salary Charts shall be adjusted to reflect the above adjustments.

Section 12.5

The following shall apply to employees currently covered by this Agreement who are being either promoted or demoted into a job group also covered by this Agreement:

A. Whenever an employee paid in accordance with the salary schedules provided in Appendix A of this Agreement receives a promotion to a higher job group, the employee's new salary rate shall be calculated as follows:

When an employee is receiving a promotion to a higher-grade position and the promotion date occurs 90 days or less before a step anniversary date in the lower-grade position, the employer will calculate the promotion as if the new step had already occurred.

Calculation 1:

1. For employees who are below the maximum step within their current job:
 - a. Determine the employee's current salary rate and step within his/her current job group; then
 - b. Find the salary rate of the next higher step within the employee's current job group; and
 - c. Multiply the employee's current salary rate by one and ~~three~~ **five** one hundredths (~~1.03~~) (**1.05**); then
 - d. Compare the higher of the resultant amounts from b) or c) above to the salary rates for the higher job group into which the employee is being promoted.
 - e. The employee's salary rate shall be the first rate in the higher job group that at least equals the higher of the resultant amounts from d) above.
 - f. For promotions after October 1, 2018, if the application of the above formula results in a salary that is less than the amount the employee would receive had he/she been promoted to the next lower grade, the employee's salary upon promotion shall be increased to the next higher step in the grade the employee is being promoted into.

~~g. An employee who is not at the terminal step in their grade and has been in their current step for at least nine (9) months at the time of a promotion shall be advanced one (1) step in the new job grade after the promotional factor is applied.~~

2. For employees who are at the maximum step within their current job:

Calculation 1:

- a. Determine the employee's current salary rate and step within his/her current job group; then,
- b. Multiply the employee's current salary rate by one and ~~three~~ **five** one hundredths (~~1.03~~) (**1.05**); then,
- c. Compare the resultant amount from b) above to the salary rates for the higher job group into which the employee is being promoted.
- d. The employee's salary rate shall be the first rate in the higher job group that at least equals the resultant amount from c) above.

- B. Whenever an employee paid in accordance with the salary schedules provided in Appendix A of this Agreement receives a demotion to a lower job group, the employee's new salary rate shall be set at a step in grade within his/her new job grade based upon the employee's creditable years of service in the equivalent of the new job grade or higher job grade, provided that in no event shall the employee be placed in a step in grade which results in the employee receiving a salary rate equal to or higher than the average salary received by the employee for the preceding six (6) months.**
- C. An employee who, as a result of a reduction in force, is demoted in grade shall have his/her salary calculated as step to step, unless the employee's years of creditable service in the job grade to which he or she is demoted or higher job grade equates to a higher step. For employees that were recruited into the higher job grade, professional recruitment/comparable service credit shall be counted as creditable service. No employee subject to this provision shall receive a salary in his/her lower grade or title that exceeds his/her salary prior to the demotion.**

Section 12.8

The following shall apply to employees not currently covered by this Agreement who are being transferred, promoted, or demoted into a position within a bargaining unit covered by this Agreement:

- A. To determine if the placement of the employee into the new job group covered by this Agreement is a transfer, promotion or demotion; compare the values of the maximum steps of the current job group and the new job group. If the maximum step of the new job group has a greater value than that of the maximum step of the current job group, the new job group is of a higher grade and would be considered a promotion. If the maximum step of the new job group has a lesser value than that of the maximum step of the current job group, the new job group is of a lower grade and would be considered a demotion.
- A.B An employee entering a position within a bargaining unit covered by this Agreement from a position in an equivalent salary grade in a bargaining unit not covered by this Agreement shall be placed at the first step-in-grade up to the maximum of the grade, which at least equals the rate of compensation received immediately prior to his/her entry into the bargaining unit.
- ~~B. Employees entering a position covered by this agreement from a position in a higher salary grade shall be placed at a step in grade within his/her new job grade based upon the employee's creditable years of service in the new job grade or higher job grade, provided that in no event shall the employee receive a salary higher than that received in the position held prior to being lowered in job group.~~
- ~~C. An employee who, as a result of a reduction in force, is demoted in grade shall have his/her salary calculated as step to step, unless the employee's years of creditable service in the job grade to which he or she is demoted or higher job grade equates to a higher step. For employees that were recruited into the higher job grade, professional recruitment/comparable service credit shall be counted as creditable service. No employee subject to this provision shall receive a salary in his/her lower grade or title that exceeds his/her salary prior to the demotion.~~
- C. An employee entering a position within a bargaining unit covered by this Agreement from a position in a salary grade, which is the equivalent of a lower grade in a bargaining unit not covered by this Agreement, shall be placed at a step in grade in accordance with the provisions of Section 5 of this Article.
- D. An employee entering a position within a bargaining unit covered by this Agreement from a position in a salary grade which is the equivalent of a higher salary grade in a bargaining unit not covered by this agreement shall be placed at a step in grade within his/her new job grade based upon the employee's creditable years of service in the equivalent of the new job grade or higher job grade, provided that in no event

shall the employee be placed in a step in grade which results in the employee receiving a salary rate equal to or higher than the average salary received by the employee for the preceding six (6) months.

ADD NEW SECTION 12.11

Section 12.11 Bilingual Differential

Effective the first full pay period of January 2025, employees who are authorized by MassDOT to provide bilingual services as a significant component of their job shall receive a differential of eighty dollars (\$80.00) per bi-weekly pay period. The provisions of this Section shall not apply to an employee who is otherwise specifically compensated to provide such service but shall be applicable to employees who provide bilingual services in sign language.

AMEND ARTICLE 22

ARTICLE 22 ARBITRATION OF DISCIPLINARY ACTION

Section 22.1

No employee who has been employed in the bargaining unit described in Article 1 of this Agreement for six (6) consecutive months or more **who has satisfied the probationary period set forth in Section 1 of Article 2B**, shall be discharged, suspended, or demoted for disciplinary reasons without just cause. ~~The Employer may extend the probationary period for an additional three (3) months on a one time basis by providing a ten (10) day notice to the employee. An employee who severs his/her employment with an agency must serve an additional probationary period upon re-employment whether in the same or a different job title or the same or different agency.~~ Upon issuance of discipline, including demotion, suspension, or termination, the Employer will provide a ~~carbon~~ copy written notification sent to the employee to the Union.

AMEND ARTICLE 23

ARTICLE 23 GRIEVANCE PROCEDURE

Section 23.11

Any step or steps in the grievance procedure, as well as time limits prescribed at each step of this grievance procedure, may be waived by mutual agreement of the parties in writing. **The timeline to file at the next step of the grievance procedure, as described in Section 2 of this Article, shall commence on the date of the Union's receipt of the parties' written agreement to waive a grievance to the next step of the grievance process.**

AMEND ARTICLE 24

**ARTICLE 24
PERSONNEL RECORDS**

Section 24.3

D. The parties agree that reprimands (**written warnings**) that have been placed into the personnel record of an employee which are more than two and one-half (2 ½) years old from the date of the issuance of the reprimand, provided there has been no subsequent discipline imposed, shall be removed from the personnel record **upon the request of the employee, or absent such request, shall be considered removed from the personnel record.**

AMEND ARTICLE 30

**ARTICLE 30
DURATION**

This Agreement shall be for the ~~one (1) year period from July 1, 2023, to June 30, 2024~~ **three (3) year period from July 1, 2024, to June 30, 2027**, and terms contained herein shall become effective ~~upon execution~~ **July 1, 2024**, unless otherwise specified. Should a successor agreement not be executed by June 30, 2024 **2027** this Agreement shall remain in full force and effect until a successor Agreement is executed. At the written request of either party, negotiations for a subsequent Agreement will be commenced on **or after** January 1, ~~2024~~ **2027**.

The following is not for inclusion in the collective bargaining agreement:

The Parties may submit additional proposals in their first session upon return to the bargaining table if a complete agreement reached by the parties fails to be approved by the MassDOT Board of Directors, fails to be ratified by the bargaining unit, or fails to be funded by the Legislature.

SIGNATURES ON FOLLOWING PAGE

For the Massachusetts Department of
Transportation:

Olinda R. Marshall, Chief Labor Negotiator

Date

Matthew Knosp, Chief Human Resources
Officer

Date

For NAGE:

John G. Mann

John Mann, President NAGE Local R1-292

May 16, 2024

Date